

Specific Program Document (“License SPD”)

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2. Program Name: CA Server Automation

3. Specified Operating Environment

The CA Software's specifications and specified operating environment information may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file). “Documentation” means (a) with respect to CA Software: only standard specifications, user documentation, and technical manuals and guides provided with the CA Software (some or all of which may be in English only) and (b) with respect to Maintenance and warranty support: CA’s external policies covering the scope and nature of Maintenance and warranty support available to CA customers can be found at <http://www.support.ca.com>.

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Systems Performance for Infrastructure Manager (SystemEDGE) and Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Server Automation for use only with this product. Use of these components with other CA products requires a separate license for additional fees.

CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

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5.1. License grant. The license granted to Customer is a limited, non-exclusive, non-transferable and territory wide license. The “Territory” is specified in the applicable order form, in the section entitled “Territory”. Customer’s use of the license shall extend to use by Customer and Customer’s Authorized End Users. “Authorized End Users” means Customer and Customer’s Affiliate’s employees and independent

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Further to the above CA's liability to the Customer for indirect, special and consequential damages (including, without limitation, loss of profits, loss of business, loss of opportunity or loss of goodwill) shall be limited to damages which have been foreseeable and which can typically arise in connection with this Agreement

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